



**AMENDATORY ENDORSEMENT - VIRGINIA
(General Terms and Conditions)**

In consideration of the premium, General Terms and Conditions is amended as follows:

I. The following section C is added to Section II, Supplementary Benefits:

C. Applicable to both the Professional Liability Coverage Part and the General Liability Coverage Part:

The following Supplementary Benefits will apply to the Professional Liability Coverage Part and the General Liability Coverage Part, as applicable.

Post-Judgment Interest

We will pay post-judgment interest with respect to any entry of judgment covered by this policy from the date of the entry of judgment until the earlier of our offer of payment, payment of judgment, or deposit into court of the amount representing the judgment. Payment of any post-judgment interest will reflect any allocation provision or apportionment.

II. The definition of **damages**, set forth in Section III Definitions, is amended by deleting paragraph (b) with respect to post-judgment interest.

III. Section VIII, Extended Reporting Period is amended as follows:

A. Paragraph A, Automatic Limited Extended Reporting Period – No Additional Premium, is deleted and replaced with the following:

A. Automatic Limited Extended Reporting Period – No Additional Premium

In the event this policy terminates, cancels or expires for any reason other than the non-payment of premium or non-compliance with any of the terms and conditions of the policy, then each **insured** will have an additional reporting period of sixty (60) days from such termination, cancellation or expiration to provide written notice of a **claim** first made against that **insured** during the **policy period** for **incidents** occurring after the **retroactive date** and prior to the date of such termination, cancellation or expiration, provided such policy is not renewed with us.

The Automatic Limited Extended Reporting Period will begin the day after the **policy period** terminates, expires or is cancelled. The Automatic Limited Extended Reporting Period applies only to **claims**, and will not provide an extended period in which to report an **incident**.

B. Paragraph B, Purchased Supplemental Extended Reporting Period, is deleted and replaced with the following:

B. Purchased Supplemental Extended Reporting Period

If this policy is (a) terminated, cancelled, or non-renewed for any reason other than non-payment of premium, fraud, or non-compliance with any of the terms and conditions of the policy, (b) made subject to advancement of any applicable retroactive date, or (c) renewed on other than a claims-made basis, and the **named insured** has not obtained **replacement coverage**, the **named insured** will have the right to purchase an **extended reporting period** on behalf of itself and all other **insureds**.

1. Purchased Extended Reporting Period – Professional Liability Coverage Part(s)

Solely with respect to a Professional Liability Coverage Part, the **named insured** will have the right to purchase an **extended reporting period** for a period of unlimited



duration, at reinstated Limits of Liability of the expiring policy, in return for payment of additional premium.

2. Purchased Extended Reporting Period – All Other Coverage Part(s)

Solely with respect to a Coverage Part other than a Professional Liability Coverage Part, the **named insured** will have the right to purchase an **extended reporting period** for additional period(s) not less than one (1) year in duration, and additional premium.

The **named insured** must notify us in writing of this election within sixty (60) days after the termination, cancellation, or non-renewal of this policy and pay the premium when due. If the **named insured** does not elect within this time frame, the **named insured** will have waived the right to purchase the **extended reporting period**. A purchased **extended reporting period** will apply only to selected Coverage Part coverages, and only for those **claims** that are:

- (i) first made during the **extended reporting period**;
- (ii) reported to us according to this policy's notice and reporting requirements; and
- (iii) for **incidents** occurring on or after the **retroactive date** and prior to the date of such termination, cancellation or non-renewal.

A purchased **extended reporting period** will be effective the same day as the termination of the Automatic Limited Extended Reporting Period. The **extended reporting period** applies only to **claims**, and will not provide an extended period in which to report an **incident**. This **extended reporting period** will apply only to **claims** involving **incidents** occurring after the **retroactive date** and prior to the termination, cancellation, or non-renewal of this policy.

Any premium for an **extended reporting period** will be deemed fully earned at the beginning of the **extended reporting period**.

C. Paragraph D is deleted and replaced with the following:

D. Limits of Liability

The Limit of Liability applicable to Professional Liability Coverage Part(s) for all **claims** reported during the **extended reporting period** will be reinstated to one hundred percent (100%) of the expiring policy Aggregate Limit of Liability as stated in the Declarations.

The Limit of Liability applicable to any Coverage Part other than a Professional Liability Coverage Part, for all **claims** reported during the **extended reporting period** will be part of, and not in addition to, the Limit of Liability set forth in the Declarations.

IV. Section XV, Insurance Under More Than One Coverage Part, is deleted and replaced with the following:

If more than one Coverage Part in this policy potentially applies to any one **claim**, we will pay **defense costs** and/or **damages** only under one Coverage Part. You and we will use best efforts to agree upon a fair and proper determination as to which of such Coverage Parts will apply to such **claim** based on the relative legal and financial exposures. We will not pay more than the applicable Limit of Liability of that Coverage Part.

V. Section XX, Bankruptcy Or Insolvency, is amended to add the following paragraph, at the end:

If any person or legal representative of the person shall obtain final judgment against the **insured** because of **bodily injury** or **property damage** covered by the policy, and execution thereon is returned unsatisfied by reason of bankruptcy, insolvency or any other cause, or if such judgment is not satisfied within 30 days after it is rendered, then such person or legal representatives of the person may proceed against the Insurer to recover the



amount of such judgment, either at law or in equity, but not exceeding the applicable Limit of Liability of this policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.